



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Agenda Item No.

15a

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

AGENDA DATE REQUESTED: March 14, 2022

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE TO CONVEY SURPLUS CITY PROPERTY LOCATED ON JENKINS STREET TO HABITAT FOR HUMANITY FOR PURPOSES OF AFFORDABLE HOUSING

SUMMARY BACKGROUND:

This Ordinance donates surplus City land on Jenkins Street to Habitat for Humanity, a non-profit affordable housing development partner, for the purposes of developing affordable housing.

IMPACT IF DENIED:

The donation of land will not occur.

FINANCIAL IMPACT:

Forgone revenues that would otherwise be realized from the direct sale of the properties; however, it is anticipated that the benefit conferred upon the City and its residents by the development of the affordable housing units that will be facilitated by the land donation will outweigh the forgone revenues over the long term.

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Merle Johnson

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City Attorney

DocuSigned by:

Leigh Padletti

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OMB Director

City Manager

John McDonough

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AN ORDINANCE

TO CONVEY SURPLUS CITY PROPERTY LOCATED ON JENKINS STREET TO
HABITAT FOR HUMANITY FOR PURPOSES OF AFFORDABLE HOUSING

WHEREAS, on November 24, 2020, the city of Greenville (the “City”) received approximately 0.46 acre for the purpose of future workforce and affordable housing and revitalization initiatives; and

WHEREAS, in January 2017, City Council adopted the “Balancing Prosperity and Housing Affordability” report (the “Report”); and

WHEREAS, the City has contracted with Habitat for Humanity to implement neighborhood master plan goals and objectives in order to implement the findings and recommendations contained the Report and in recognition of the Habitat for Humanity’s status as a key partner in the development of affordable housing within the City; and

WHEREAS, the City is the owner of surplus property located on Jenkins Street more particularly identified and described in the Contract for Sale of Real Estate, attached hereto and incorporated herein by reference as Attachment 1 (the “Contract” and the real property described therein, the “City Property”); and

WHEREAS, the City desires to donate the City Property to Habitat for Humanity for purposes of developing affordable housing thereon as Habitat for Humanity has been awarded funds in the amount of \$60,000 through the City’s HOME Investment Partnership Grant Program for the development of approximately five (5) affordable for sale units on this property subject to planning review and approval process; and

WHEREAS, the donation shall be accomplished through the Contract; and

WHEREAS, City Council desires to approve the donation of the City Property to Habitat for Humanity and authorize the City Manager to execute all necessary documents to consummate the donation including, but in no way limited to, the Contract and one or more deeds of conveyance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA the City Manager is hereby authorized to execute the Contract and issue one or more deeds to the Fund in order to convey the City Property. The City Manager is further authorized to execute any other documents, in consultation with the City Attorney, which may be necessary to effectuate said conveyance.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

ATTACHMENT 1

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE) CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (the "Contract") is hereby made and entered into by and between **The City of Greenville**, a political subdivision and South Carolina municipal corporation (hereinafter the "Donor") and the **Habitat for Humanity of Greenville County, S.C., Inc.**, a South Carolina non-profit corporation (hereinafter the "Donee") effective as of the date the last party signs below.

WITNESSETH:

Donor agrees to donate, and Donee agrees to accept, the Property (as that term is defined below) for the sum of **TEN AND 00/00 DOLLARS (\$10.00)**.

Donor agrees to convey the Property by limited warranty deed subject to existing easements, rights-of-way, and restrictions that may appear of public record or would be evidenced or discovered by a current survey. The deed shall contain a provision that the Property shall be used exclusively for purposes of affordable housing.

DONOR IS DONATING THE PROPERTY "AS-IS, WHERE-IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WITH THE SOLE EXCEPTION OF THE WARRANTY COVENANTS THAT MAY BE SET FORTH IN THE LIMITED WARRANTY DEED. UPON CLOSING, DONEE AGREES TO ACCEPT THE PROPERTY IN ITS PRESENT CONDITION, SUBJECT TO ALL PATENT AND LATENT DEFECTS, IF ANY, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY. DONOR HAS NOT MADE ANY REPRESENTATION AS TO THE FITNESS, SUITABILITY, HABITABILITY, OR USEABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO (A) THE QUALITY OR CONDITION OF THE IMPROVEMENTS, IF ANY, AND (B) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENTAL BODY. TO THE MAXIMUM EXTENT LAWFUL AND UNLESS CLEARLY AND ABSOLUTELY PROHIBITED BY LAW, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND HABITABILITY, ANY WARRANTIES IMPOSED BY STATUTE, AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY DISCLAIMED BY DONOR.

The transaction shall be closed on or before ninety (90) calendar days from the date of execution of the Contract, subject to all contingencies set forth below, at the offices of Donee's counsel. Possession of the Property shall be given to Donee at closing. Donor shall bear all risk of loss until the time of closing.

Donee shall bear all costs associated with the preparation of the deed, the satisfaction of any past due taxes and government fees that may be due and owing, the cost of recording, and deed stamps. *Ad valorem* taxes and any other fees assessed by any governmental body for the year in which the closing occurs shall be the responsibility of Donee. To the extent not encompassed by the foregoing, the parties shall bear their own costs and fees.

Time is of the essence of this Contract. This Contract embodies the entire agreement between the parties concerning the donation of the Property. This is a legally binding agreement. DONOR IS REPRESENTED BY THE OFFICE OF THE CITY ATTORNEY, AND DONEE ACKNOWLEDGES THAT DONOR'S COUNSEL IS PROVIDING NO LEGAL ADVICE OR REPRESENTATION TO DONEE. DONEE IS ENCOURAGED TO OBTAIN INDEPENDENT LEGAL ADVICE.

The "Property" is hereby defined as the following parcels of land, together with all improvements located thereon, if any:

Parcel 1: (TMS No. 0085000300200)

ALL that certain piece, parcel or tract of land, lying and being in the City of Greenville, County of Greenville, State of South Carolina, lying on the southern side of Jenkins Street and more particularly shown as **Area 7,996 SQ. FT., 0.184 ACRES** on a survey entitled, "The City of Greenville," prepared by Site Design, Inc., dated June 10, 2020, recorded in the Register of Deeds Office for Greenville County, SC in Plat Book 1383 at Page 33. Reference to said survey, attached hereto and incorporated herein as **Exhibit A**, is hereby made for a metes and bounds thereof.

Parcel 2: (TMS No. 0085000300201)

ALL that certain piece, parcel or tract of land, lying and being in the City of Greenville, County of Greenville, State of South Carolina, lying on the southern side of Jenkins Street and more particularly shown as **Area 12,479 SQ. FT., 0.286 ACRES** on a survey entitled, "The City of Greenville," prepared by Site Design, Inc., dated June 10, 2020 and recorded in the Register of Deeds Office for Greenville County, SC in Plat Book 1383 at Page 33. Reference to said survey, attached hereto and incorporated herein as **Exhibit A**, is hereby made for a metes and bounds thereof.

Donee may procure a survey of the Property, perform a title search, and conduct environmental due diligence with respect to the Property. Donor agrees to provide Donee and its agents with reasonable access to the Property in order to conduct the foregoing, as necessary. No environmental testing or investigation beyond a Phase 1 will be conducted without Donor's written consent. Closing is contingent upon: (1) Donor's ability to convey clear, marketable, and insurable title to the Property (unless waived by Donee in writing); (2) the absence of objectionable matters that may be shown on a new survey (should Donee choose to have one performed) in Donee's sole reasonable discretion; (3) should Donee elect to perform environmental due diligence, the absence of any environmental concerns in Donee's sole reasonable discretion; and (4) Greenville City Council approval of the transaction by way of an ordinance.

The Parties agree that the deed delivered at closing shall contain language providing that **the City of Greenville may exercise a right of reversion for fee simple title to the Property if Donee does not receive funding within 18 months from the date of the closing.** The execution of this Contract evidences Donee’s agreement to and acceptance of said right of reversion, and Donee hereby waives any objection to the form or operation of the right of reversion as well as any effect said right of reversion may have on the marketability of title to said Property.

DONEE:

Witnesses: HABITAT FOR HUMANITY OF GREENVILLE
COUNTY, S.C., INC.

Witness 1 By: _____
Printed Name: _____
Its: _____

Witness 2 Execution Date: _____

DONOR:

Witnesses: CITY OF GREENVILLE

Witness 1 By: _____
John F. McDonough
Its: City Manager

Witness 2 Execution Date: _____

EXHIBIT A

